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FAIRFIELD TOWNSHIP

BOARD OF EDUCATION AGREEMENT

FOR

1974-1975 and 1975-1976

WITH THE

FAIRFIELD TOWNSHIP EDUCATION ASSOCIATION

Cumberland County

LIBRARY
Institute of Management and
Labor Relations

1975

RUTGERS UNIVERSITY

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Whenever in this Agreement the Law has been quoted in toto, in parte or by paraphrase, the wording of the Law itself shall govern and not the quotation or paraphrase of the Law as it appears in the Agreement.

The Board, on its own behalf and on behalf of the electors of the Township, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of New Jersey and of the United States, including all decisional laws and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey, and the provisions of this Agreement shall be construed in the light of the management prerogatives vested in the Board by the foregoing legal authorities.

This Agreement shall be in effect for the school years 1974-1975 and 1975-1976. Negotiations will be reopened at the beginning of the school year 1974-1975 solely for the purpose of establishing a salary guide for the 1975-1976 school year.

ARTICLE I

RECOGNITION

A. Unit

The Fairfield Township Board of Education hereby recognizes the Fairfield Township Education Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including only

1. Classroom teachers
2. Teachers considered specialists working full-time
3. Nurses

B. Definition of Teacher

Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees, including all federally-funded teachers so long as they are federally funded, represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all public information.
- B. Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay; if the participation time is set by the Board.
- C. The Association and its representatives shall have the right to use the school building with approval of Administration. Any custodial costs as a result of these meetings shall be assumed by the Association.
- D. The Association shall have the right to use school facilities and equipment for school and Association use with consent of Administration. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.
- E. The Association shall have, in each school building, the partial use of a bulletin board in each faculty lounge. Copies of all materials to be posted on such bulletin boards shall be given to the Building Principal.
- F. The Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary and without the approval of Building Principals or other members of the Administration.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other organization.
- H. Any individual contract between the Board and the individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of the Agreement, policies or Administrative decisions affecting a teacher or a group of teachers.
2. An "aggrieved person" is a person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any of level of the procedure.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the last session of school.
3. Level One: A teacher with a grievance shall first discuss it with the Principal or Immediate Superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

Grievance Procedure (continued)

4. Level Two: If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities hereinafter referred to as the PR&R Committee within five (5) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee shall refer it to the Superintendent.
5. Level Three: If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may within five (5) school days after a decision by the Superintendent or fifteen (15) days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Chairman of the PR&R Committee submit his grievance to the Grievance Committee of the Board. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee shall refer it to the Grievance Committee of the Board.
6. Level Four: (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Grievance Committee of the Board, he may within five (5) school days after a decision by the Grievance Committee of the Board or fifteen (15) days after the grievance was delivered to the Grievance Committee of the Board, whichever is sooner, request in writing that the Chairman of the PR&R Committee submit his grievance to the Board. If the PR&R Committee determines that the grievance is meritorious, it may submit the grievance to the Board within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to the Board, the Board and the PR&R Committee shall attempt to agree upon a mutually-acceptable solution. If unable to do so, the grievance may be submitted to arbitration upon request by the aggrieved person. The Board and the PR&R Committee shall attempt to agree upon a mutually-acceptable arbitrator and shall obtain from the said arbitrator an agreement to serve,

Grievance Procedure (continued)

within ten (10) school days after the Board and the PR&R Committee have agreed to submit the grievance to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and of the PR&R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make a decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association but shall be advisory on the parties.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his expense, by a representative selected by the aggrieved.
2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the PR&R Committee or the Association, or any other participant in the grievance procedure by reason of such participation.

Grievance Procedure (continued)

E. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the Building Principal and the processing of such grievance shall be commenced at Level One. The PR&R Committee may process such a grievance through all levels of the grievance procedure with the consent of the aggrieved.
2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two, Three, and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the chairman of the PR&R Committee. Decisions rendered at Level Four shall be in accordance with the procedure set forth in Section C, paragraph 6 (c), this article.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, service notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only representatives, heretofore referred to in the Article.

ARTICLE IV

TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the Laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D. Whenever any teacher is required to appear before the Superintendent or his designee, Board, or any committee member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment, the salary or increment pertaining thereto, then he shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay if the teacher is exonerated. Verbal requests to appear before a member of the Administrative staff shall not be construed to be in any way detrimental to the teacher's position of employment and such conferences shall not be included in the personnel file of the teacher.

Teacher's Rights (continued)

- E. The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Fairfield Township School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without approval of the teacher.
- F. Any question or criticism by a Supervisor, Administrator, or Board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings. This Agreement applies to teachers and their criticism of a member of the Board of Education and/or a member of the Administration.
- G. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly his assigned functions during the workday, or that it may bring criticism of or discredit to the Board.
- B. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.
- C. In performing their teaching functions, teachers shall be guaranteed freedom of expression on matters relevant to the course content.

ARTICLE VI

TEACHER-ADMINISTRATION LIAISON

- A. The Association's representative shall meet with the Superintendent at least once a month during the school year to review and discuss current school problems and practices and the administration of this Agreement.

ARTICLE VII

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. In the event of any disorder or disruption in the regular school program, the Association will have the right to meet with the Principal immediately to develop mutually an acceptable program to guarantee the safety of students, teachers, and property. If teachers are dissatisfied, they may meet with the Superintendent and if still dissatisfied may meet with the Board of Education.
- B. As specified in 18A:6-1, a teacher may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self defense; and for the protection of persons or property.
- C. Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher.
- D. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.
 - 1. When absence arises out of or from such assault or injury, the teacher shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.
 - 2. The Board shall reimburse teachers for reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment.
 - 3. When absence arises from an injury at school of a teacher while performing his teaching responsibilities, the teacher shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave. The Principal must be notified as soon as possible. The injury must be recorded.

Protection of Teachers, Students, and Property (continued)

4. Benefits derived under this or subsequent agreements shall continue beyond the period of any Workmen's Compensation until the complete recovery of any teacher, when absence arises out of or from assault or injury not to exceed one calendar year.
5. A physician, acceptable to both teacher and Board, shall determine when the teacher is physically capable to return to service.
6. Section D shall be void if the injury is found to be the result of a teacher's negligence.
7. Teachers shall immediately report cases of assault or injury suffered by them in connection with their employment to their Principal or other immediate superior. Such notification shall immediately be forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the liaison between the teacher, the police, and the courts.

E. Physical Examinations

1. Teachers, specialists, and nurses shall be required to submit to a physical examination at the beginning of each school year. Arrangements are to be made by the Superintendent or his designee for examination by the school doctor.
2. Payment for the examination shall be the responsibility of the Board provided the school physician is the examining physician. Teachers may submit evidence of good health by a physician other than the school physician but shall be responsible for payment of cost of the examination.

ARTICLE VIII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A definition of the duties and responsibilities of all administrators, coordinators, supervisors and other personnel pertaining to student discipline shall be reduced to writing by the Superintendent and presented to each teacher at the start of the school year.
- B. When, in the judgment of a teacher, a student requires the attention of the Principal, a counselor, a psychologist, physician or other specialist, he shall so inform his Principal or immediate superior. The Principal or immediate superior shall arrange, as soon as possible, for a conference among himself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- C. When, in the judgment of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may send the student to the Principal. In such cases, the Principal shall arrange as soon as possible, and under normal circumstances, not later than the conclusion of the following day, a conference among himself, the teacher, the student, and if possible, an appropriate specialist to discuss the problem and to decide upon appropriate steps to its resolution. If the teacher in question objects to the decisions, the matter shall, within twenty-four (24) hours after the decision by the Principal, be referred to the Superintendent for appropriate action.

ARTICLE IX

TEACHER FACILITIES

- A. By the beginning of the 1974-75 and 1975-76 school years, each school shall have the following facilities:
1. Space in each classroom in which teachers may store instructional materials and supplies.
 2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
 3. Each teacher shall have a serviceable desk and file cabinet capable of being locked.
 4. In addition to the aforementioned teacher work area, an appropriately furnished room which shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school custodial staff.
- B. Upon the request of the Association, vending machines shall be installed in the teachers' lounge and teachers' lunchroom areas. The proceeds from all such machines shall be placed in a student scholarship fund created for that purpose. Awarding of scholarships shall be administered jointly by the Association and the Superintendent. The Teacher-Administration Liaison Committee in each building established according to the provisions of this Agreement shall develop mutually acceptable procedures for servicing said machines and accounting for the funds.

ARTICLE X

TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments, and room assignments for the forthcoming year as soon as possible, but not later than March 1 providing negotiations have been completed.
 - 1. The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The Superintendent shall give notice of assignments to new teachers as soon as possible.
 - 2. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after March 1st, barring emergencies, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall be promptly reviewed between the Superintendent or his representative and the teacher affected and at his option, a representative of the Association. In the event of any disagreement as to the need and desirability of such changes, the dispute shall be subject to the grievance procedure set forth herein.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study, except in cases of emergency.

ARTICLE XI

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.
- B. Notice of any involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency, not later than April 1st.
- C. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the particular school building, and other relevant factors, including among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.
- D. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher shall be notified of the reason therefore. The teacher may, at his option, have an Association representative present at such meeting. The term Teacher in this article refers to tenure teachers.
- E. A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the position, in order of preference, to which they desire to be transferred. All such teachers shall be given one day off for the purpose of visiting schools at which open positions exist. Teachers being involuntarily transferred or reassigned from their present position shall have preference over those seeking those positions which are vacant. A teacher being involuntarily transferred or reassigned shall be placed only in an equivalent position i.e., one which, among other things, does not involve reduction in rank or in total compensation.

ARTICLE XII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. No later than March 1st of each school year, the Superintendent shall deliver to the Association and post in all school buildings, a list of the known vacancies which shall occur during the following school year. This procedure shall occur each month continuously until August.
1. Teachers who desire a change in grade and/or subject assignment or who desires to transfer to another building, may file a written statement of such desire with the Superintendent not later than May 1st. Such a statement shall include the grade and/or subject to which the teacher desires to be transferred, and the school or schools to which he desires to be transferred in order of preference. The teacher must be properly certified.
 2. As soon as practicable, and no later than June 1st, except in an emergency, the Superintendent shall post in each school and deliver to the Association, a systemwide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.
- B. In the determination of requests for voluntary reassignments and/or transfer, the wishes of the individual teachers shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interest of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact. If a teacher's request for transfer has been denied, a renewed or subsequent request for transfer made in the following year shall be granted under the conditions described above, unless, there is no available position to which the teacher can be transferred or an adequate replacement for the teacher cannot be obtained. If more than one teacher has applied for the same position, the determination of which teacher received the position will be made by the Board.

ARTICLE XIII

SICK LEAVE

- A. As of September 1, 1974, and September 1, 1975, all teachers employed shall be entitled to ten (10) days sick leave each school year as of the first official day of school. Unused sick leave shall be accumulated from year to year with no maximum limit.

ARTICLE XIV

TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1974-75 and 1975-76 school years, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's Principal or other immediate superior for personal leave shall be made at least three (3) days before taking such leave, except in the case of emergencies, and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section.
 2. Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature. These days must be approved by the Board or Administration.
 3. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system.
 4. Up to three (3) days at any one time in the event of death or serious illness of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and other members of the immediate family.
- B. As of the beginning of the 1974-75 and 1975-76 school years, tenure teachers may be granted by the Board a voluntary leave of absence for one year without pay, subject to the following conditions and to authorization by the Board:
1. Request for a voluntary leave of absence must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Administration, no later than February 1st, and action must be taken on all requests no later than March 1st, of the school year preceding the school year for which the voluntary leave of absence is requested.
 2. Upon return from the voluntary leave of absence, a teacher shall remain on the salary schedule at the

Temporary Leaves of Absence (continued)

level which he was on at the time of his leave plus any salary raise for the year he returns. This teacher does not move any steps on the salary scale while on voluntary leave.

3. The purpose of voluntary leave of absence shall include but not be limited to study in another area of specialization, for travel, or for other reasons of value to the school system.

C. MATERNITY

1. Natural Birth - The Board shall grant maternity leave without pay to any teacher upon request subject to the following stipulations and limitations:
 - a Maternity leave shall commence on the date requested by the teacher.
 - b Any teacher granted maternity leave without pay according to the provisions of this section may at her discretion elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.
 - c Any teacher granted maternity leave shall at her request be restored to the exact same teaching position, subject area, and grade level vacated at the commencement of said leave.
 - d No teacher shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return.
 - e The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician that she is medically able to continue teaching.

ARTICLE XV

TEACHER EMPLOYMENT

- A. The Board agrees to hire fully-certified teachers holding standard certificates issued by the New Jersey Board of Examiners for every teaching assignment, providing the certified teacher meets the requirements of the Board.
- B. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1974-75 and 1975-76 school years in accordance with the following:
 - 1. Credit up to the seventh step of any salary level on the Teacher Salary Schedule may be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Included within the seven steps are credits not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed two (2) years for National Teacher Corps work and time spent on a Fullbright Scholarship which shall be given upon initial employment.
- C. Teachers shall be notified of their contract status for the ensuing year no later than April 30th.
- D. It is agreed that all teachers presently employed are now on their proper step and any claims for previous experience shall be made at the time of employment and will not be entertained thereafter by the Board.

ARTICLE XVI

TEACHING HOURS AND TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignments, the time necessary to meet their responsibilities, but they shall not be required to clock-in or clock-out by hours and minutes.
 - 1. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty sign-in roster.
 - 2. Teachers shall be present twenty (20) minutes prior to the opening of their classroom activity and shall be required to remain twenty (20) minutes after their students are dismissed.
 - 3. Every five (5) days of unexcusable lateness, he shall forfeit 1/400 of a year's pay. If he fails to notify the Administrator and a substitute is called, he shall forfeit 1/200 of a year's pay, except in cases of emergencies, or the teacher may remain at school and perform his normal classroom duties whereupon the substitute's pay for that time shall be deducted from the teacher's salary.
- B. Every teacher shall plan lessons and teach course content in the manner he considers most practical and useful within the curriculum guidelines. All teachers shall submit lesson plans according to procedures outlined by the Principal but this will not exceed twice a month.
- C. Teachers shall have a daily duty-free lunch period of at least 30 minutes.
- D. Any teacher who does any extra-curricular Board-sanctioned teaching activities, like coaching sports, shall be paid for his time.
- E. Every teacher shall have a daily planning period of at least 30 minutes. This is in addition to the half hour lunch period.
- F. Special teachers will not be used as substitutes except in an emergency.
- G. Teachers shall not be required to attend more than three faculty meetings a month and should be given notice of these meetings at least two days in advance.
- H. Teachers shall be reimbursed, at the rate of 10¢ a mile, for traveling expenses incurred while in the performance of their jobs. This applies only if teachers are given specific directions by the Principal, Superintendent, or Board. Those staff members traveling in conjunction with Federal programs will be paid at the rate established by the Federal guide.

ARTICLE XVII

NON-TEACHING DUTIES

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:
1. Teachers shall not be required to perform the following duties:
 - a. Non-professional assignments, including but not limited to milk distribution and supervision of cafeterias, sidewalks, bus loading, or playground duties.
 - b. Delivering books to the classrooms, keeping registers, and/or custodial functions.
 - c. Correcting standardized tests used at the direction of the Board or the Administration provided they are capable of being machine scored.
 2. Teachers shall not be required to drive students to activities which take place away from the school building.
 3. Teachers are not required to supervise detention longer than the 20 minutes they are required to stay.

ARTICLE XVIII

SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedule A, which is attached hereto and made a part hereof.

B. Method of Payment

1. Ten Month

Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

2. Teachers' Saving Plan

Teachers may individually select to have ten per cent of their monthly salary deducted from their pay. These funds shall be forwarded to the Cumberland County Teachers' Credit Union and put in an interest-bearing account for each teacher who so designates. Management of the account is handled by the Credit Union and each individual teacher.

3. Exceptions

When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.

4. Final Pay

Teachers shall receive their final checks and the pay schedule for the following year on the last working day in June, after all work is completed and adjusted by the Administration as per the Law.

C. Procedure for Withholding Employment Increment or Adjusted Increments

Employment or adjustment increments may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties and only in accordance with the following:

1. The immediate superior and/or the Principal shall not forward any recommendations to withhold a teacher's increment or a part thereof through the Superintendent to the Board unless at least ninety (90) calendar days prior thereto, and in no case later than April 1st of the preceding school year in which such action would take effect, the Principal has given to the teacher against whom the recommendation shall be made, written notice of the alleged cause or causes for the recommendations specifying the nature thereof with such particulars as to furnish

Salaries (continued)

the teacher an opportunity to correct and overcome the same.

2. Once a recommendation is forwarded to the teacher and the Board, the teacher may within ten (10) school days file a grievance commencing at Level Two. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth in ARTICLE III of this Agreement.

ARTICLE XIX

INSURANCE PROTECTION

- A. At the beginning of the 1974-75 and 1975-76 school years, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for single person insurance coverage.
1. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and Association and shall include:
 - a. Hospital room and board and miscellaneous costs.
 - b. Out-patient benefits.
 - c. Laboratory fees, diagnostic expenses, therapy treatments.
 - d. Maternity costs.
 - e. Surgical costs.
 - f. Major medical coverage.
 2. The health insurance carrier(s) shall be Blue Cross and Blue Shield or a comparable carrier for the basic hospitalization and medical-surgical coverage, and major-medical coverage.
 3. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period, commencing September 1st and ending August 31st. When necessary, payment of premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- B. The Board shall provide to each teacher a description of health-care insurance coverage provided under this Article, no later than the beginning of the 1974-75 and 1975-76 school years, which shall include a clear description of conditions and limits of coverage as listed above.
- C. The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association. Retiree will pay all costs.

ARTICLE XX

TEACHER EVALUATION

- A. On or before the first school day of the year, the Superintendent shall give to each teacher a copy of the form used to evaluate the teachers. This is to be used for the teachers edification and any problems should be discussed with their Principal.
- B. As soon as possible the Board shall set up a committee to arrive at a Board policy on teacher evaluation.

ARTICLE XXI

FAIR DISMISSAL PROCEDURE

- A. Nothing contained in this Agreement shall be construed to deny or restrict any teacher or the Board such rights as they may have under New Jersey School laws or other applicable laws and regulations. The rights of teachers and the Board hereunder shall be deemed to be in addition to those provided elsewhere.
- B. No teacher shall be disciplined, reprimanded, reduced in rank, or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Nothing herein is to be construed to mean that the Board relinquishes any of its rights relative to the disciplinary, reprimanding or dismissal of a teacher in accordance with the statutory provisions.
- C. Non-tenure teachers will have four (4) formal observations, prior to April 15th of each school year, followed by a conference with the Building Principal. The Principal will give the teacher a written evaluation; a copy of which will be kept by the Principal and one placed in the teacher's file.
 - 1. The written observation should include the teacher's strong points as well as his weak ones. Suggested improvements should be given to the teacher in the area the Principal considers weak.
 - 2. If by January 15th, the Principal feels the teacher has not shown improvement, the Principal will call the teacher in for a conference, explaining there is a possibility of their not being rehired. The Principal must explain what improvements the teacher must make in order to be considered for rehiring.
 - 3. By March 15th, if the teacher is not going to be recommended for rehiring, he will be so informed by the Building Principal. At that time he will have a conference with the Building Principal to discuss non-renewal of his contract.
 - 4. If the teacher is not satisfied with the Principal's decision, he may appeal his decision, within ten (10) days, to the Superintendent who will re-examine his case. Teachers are entitled to an observation by the Superintendent upon request. This observation is to take place within five (5) school days after the request has been made.
 - 5. If the teacher is not satisfied with the Superintendent's evaluation of his performance, the teacher is entitled to a hearing before the Board. The Board shall issue its written determination as to the employment or non-employment of said non-tenure teacher for the next succeeding school year within five (5) days after the completion of the hearing. Said

Fair Dismissal Procedure (continued)

proceedings shall be completed and the Board's determination presented to the teacher no later than April 30th. Should the Board fail to comply to the procedure outlined in Article, the Board shall be deemed to have offered to that teacher continued employment for the next school year. If the teacher desires to accept such employment, he shall notify the Board of such acceptance in writing on or before June 1st, in which event such employment shall continue as provided for herein.

- D. In addition to classroom performance, teachers will also be evaluated relative to their performance within the school pertaining to their attitude, cooperation, efficiency, professional relationships, and participation in school-community activities.
- E. Teachers who begin employment at any time after October 15th will follow the schedule of evaluations from the date of his employment for the remainder of the year.
- F. If any teacher is felt to be incompetent by the Building Principal to the point of early dismissal, he is entitled to a conference with the Building Principal regarding reasons for early dismissal. If the teacher is not in agreement, he is entitled to an observation by the Superintendent. If the teacher is not satisfied with the Superintendent's re-evaluation, he is entitled to a hearing before the Board.
- G. Nothing in this Article shall be construed to mean that the Superintendent, Board or any of their agents or representatives, including Principals may not discuss general and routine matters related to the educational process with the teacher without prior notice, provided however, that the intent and purpose of the conference is not contemplated to support a change or changes which could reasonably be expected to eventuate in the dismissal of the teacher or affect his salary.

SCHEDULE A

Fairfield Township Salary Guide for 1974-75

<u>Years Experience</u>	<u>B.S.-B.A.</u>	<u>B.A.+30*</u>	<u>M.A.</u>
0	8200	8700	8900
1	8500	9000	9200
2	8800	9300	9500
3	9100	9600	9800
4	9400	9900	10,100
5	9700	10,200	10,400
6	10,000	10,500	10,700
7	10,300	10,800	11,000
8	10,600	11,100	11,300
9	10,900	11,400	11,600
10	11,200	11,700	11,900
11	11,500	12,000	12,200
12	11,800	12,300	12,500
13	11,800	12,300	12,500
14	11,800	12,300	12,500
15	11,900	12,400	12,600
16	11,900	12,400	12,600
17	11,900	12,400	12,600
18	12,000	12,500	12,700
19	12,000	12,500	12,700
20	12,000	12,500	12,700
21	12,100	12,600	12,800
22	12,100	12,600	12,800
23	12,100	12,600	12,800
24	12,200	12,700	12,900

* B.A.+30 requires that these credits are to be graduate courses relative to the teaching areas that that particular teacher is employed in, with prior approval by the Board.

REVIEWED AND ACCEPTED BY:

Fairfield Township
Board of Education

Fairfield Township
Education Association

